

# **Exhibit “C”**



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BURR.COM

June 19, 2018

L. Conrad Anderson IV  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, AL 35203-4642

**Re: Settlement Demand of Alabama Stericycle Customers Represented by Burr & Forman**

Dear Conrad:

I am writing to provide an offer for a global settlement proposal of all of Burr & Forman, LLP's clients' claims against your client, Stericycle, Inc. My firm represents twenty-eight Alabama entities, including family doctor's offices, outpatient surgical centers, nursing homes, non-profit universities, and funeral homes. Many of our clients have multiple locations in communities across the State. Diverse as they are, they share the fact that each contracted with Stericycle to remove medical waste from its locations. In some cases, this relationship lasted for nearly fifteen years; in others, it lasted only a few. In every case, however, Stericycle engaged in the same course of conduct to overcharge and otherwise take advantage of its customers. A full list of our clients, and their individual settlement demands, is appended to this letter.

Stericycle fraudulently induced our clients to enter into long-term Steri-Safe Agreements by representing to them that they would be charged a "flat fee" for medical waste removal services. Stericycle knew all along, however, that it would impose unjustified and arbitrary price increases throughout the course of its business relationship with our clients. Stericycle further defrauded them by concealing its practice of imposing automated price increases and deceiving them with false justifications as to why their bills were constantly increasing. For several of our clients in particular, Stericycle represented to them that it had to specially dispose of "red box waste" at greater cost, which our clients later discovered Stericycle was not doing at all. Rather, it was charging them for a service they were not receiving.

Stericycle also breached the Steri-Safe Agreements with our clients by charging them amounts far in excess of their "flat-fee" arrangements. The Steri-Safe Agreements ranged anywhere from 36 to 60 months in duration, and they would automatically renew if they were not renegotiated. In some instances, our clients paid Stericycle more than 200% of what their contract rates called for. In other cases, Stericycle charged our clients more than 130% of their contractually agreed rates.

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Altogether, Stericycle charged our clients an average of nearly 170% of their agreed-upon rates over the lifetime of their contracts.

Stericycle's abuses constitute violations of the Illinois Consumer Fraud Act. As you are aware, the ICFA forbids "the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact" in the conduct of any trade or commerce. 815 ILCS § 505/2. Stericycle engaged in a course of conduct designed to confuse and mislead consumers, including our clients, for a period of more than fifteen years. When customers asked why their prices were going up, Stericycle concealed its implementation of automated price increases and fabricated various justifications to explain away the rising prices. This conduct implicates the purposes of the ICFA, which you are aware provides for treble damages for violations thereof.

In sum, our clients suffered more than \$1,000,000 in direct contractual damages as a result of Stericycle's breaches of their Steri-Safe Agreements. Our clients are also entitled to treble damages under the ICFA. Furthermore, Stericycle has engaged in various forms of fraudulent conduct against our clients, including specifically misleading them about the red box waste service and deceiving them as to the reasons for their increased bills. Stericycle's fraud against our clients is compensable by punitive damages.

Rather than litigate these claims to their conclusion, at great expense, we propose a full settlement of all of our clients' claims against Stericycle in the amount of \$3,362,000.00. In exchange therefor, our clients would agree to release all claims against Stericycle resulting from the pattern of conduct described above. Please discuss these general settlement terms with your client and let us know if it is willing to consider resolution of these claims for the amount discussed herein. As always, we welcome a counter-offer. We look forward to hearing from you.

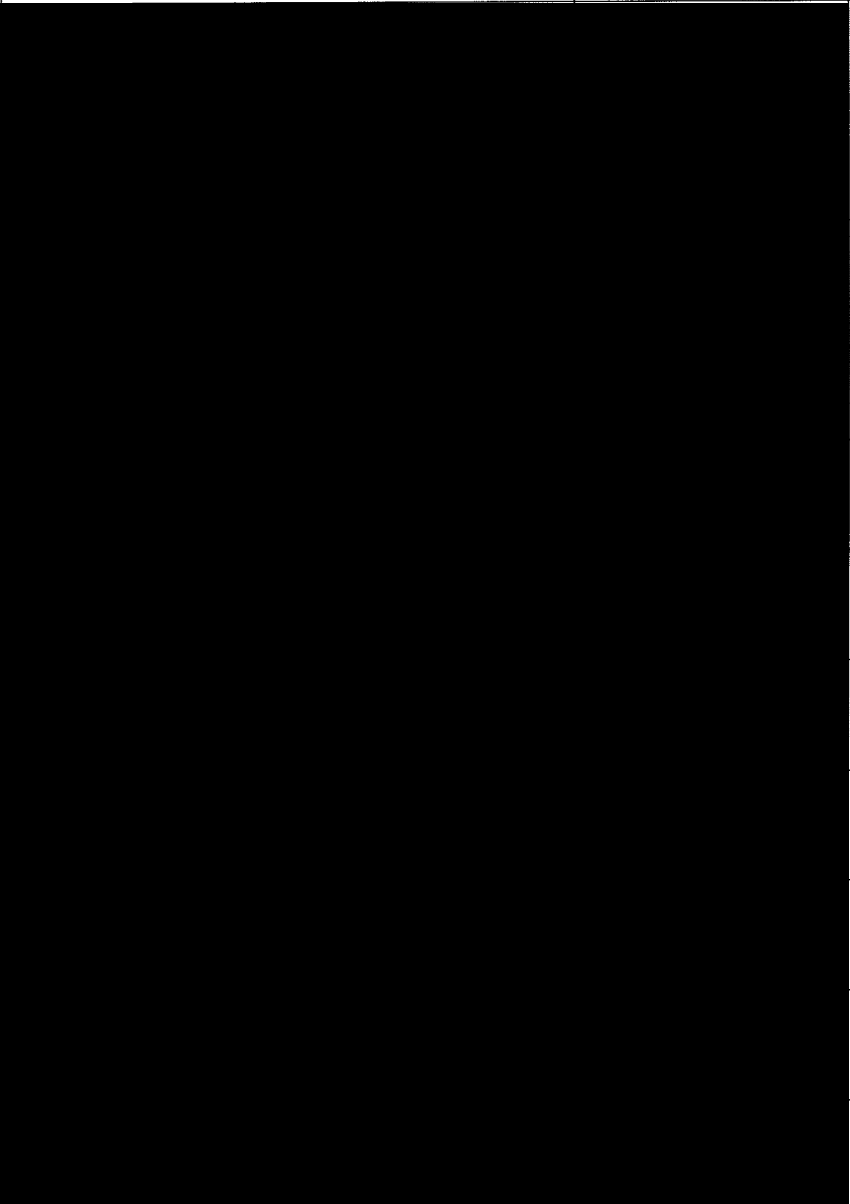
Very truly yours,

Ed Hardin

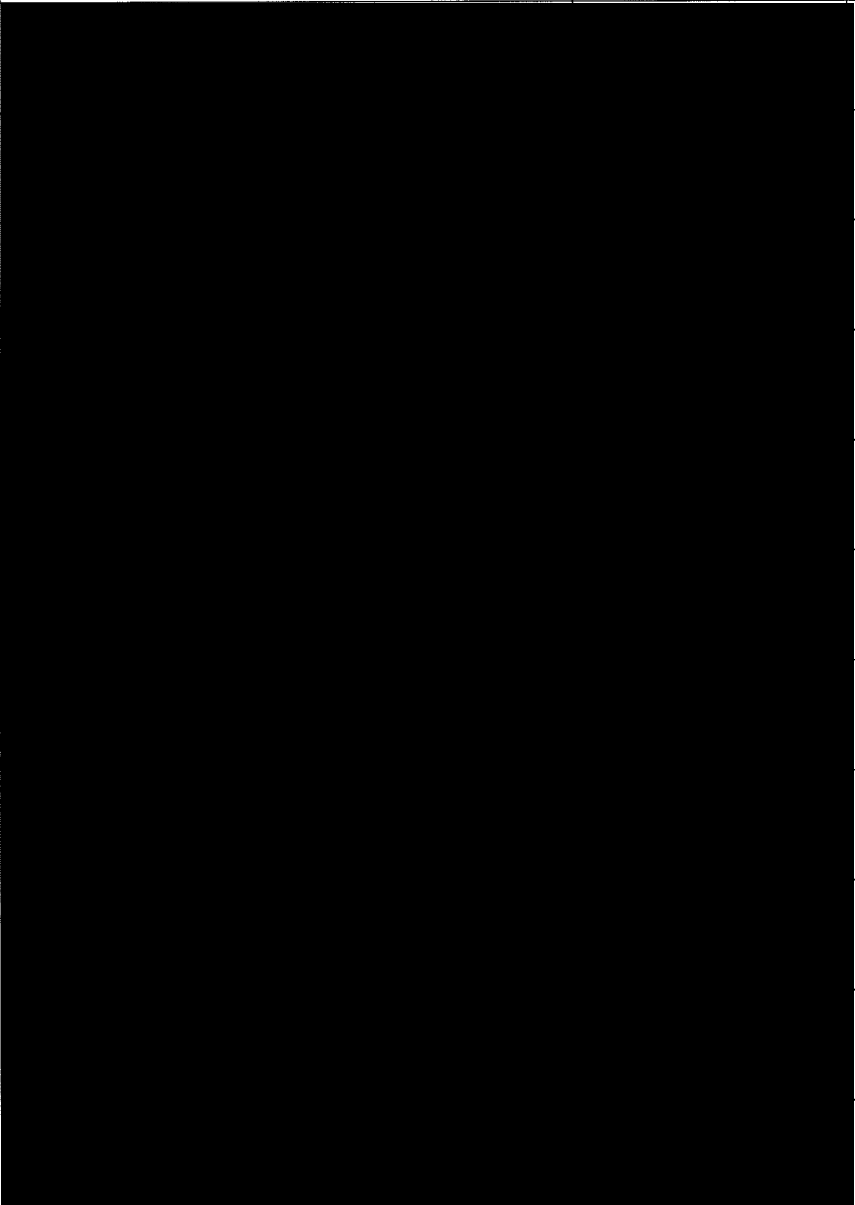
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Our law firm, Burr & Forman, LLP, represents the following clients in connection to their claims against Stericycle:

CLIENT NAME	CUSTOMER ID	SETTLEMENT DEMAND
		\$17,500
		\$15,000
		\$25,000
		\$80,000
		\$45,000
		\$70,000
		\$270,000
		\$70,000
		\$125,000

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Mount Royal Towers	4017027	\$1,200,000
		\$7,000
		\$100,000
		\$45,000
		\$750,000
		\$75,000
		\$70,000
		\$22,500
		\$18,000
		\$42,000
		\$210,000
		\$105,000



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	<b>TOTAL</b>	<b>\$3,362,000</b>
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